(c) if answer to (a) is in the negative why was it not so done or caused to be done?

Rao Sahib M. M. Paul *(Director of Food Supplies):* (a) Yes.

(b) 1. Cheloor Manakkal Ittiravi Nambudiripad (57500 sheaves) 2. Thanikkal Kodankandath Kunjippalu Lona (61000 sheaves).

(c) Does not arise in view of the answer to (a) and (b)

EDUCATIONAL CONCESSIONS—WAR SERVICE

85. Mr. K. R. Achuthan *(Ezhuvas-Trichur):* Will Government be pleased to state.—

(a) whether their attention has been drawn to a note that was published on page 4 of the "Malabar Mail" in its issue dated 5th October 1944 under the caption "War Service and educational concession", stating that inspite of the fact that G. P. D2-6288/18, relating to the subject was published as early as 6th February 1943, there is very much delay in granting the concession and that Mr. A. K. Menon, Head Clerk, Technical Recruiting Office, Ernakulam who applied for educational concession to his children on 3rd July 1944 was not granted the same till date of publication of the note under reference;

(b) the total number of educational concessions (1) applied for and (2) granted to children and dependents of military employess from 6th February 1943 to end of September 1944?

Rao Sahib I. N. Menon *(Director of Public Instruction):* (a) Yes.

(b) (1) 2210. (2) 334.

SUPPLY DEPARTMENT—AUDIT OF

86. Mr. K. Kunhirama Menon *(Cheruthuruthi):* Will Government be pleased to place the audit report of the Supply Department on the Council Table?

Mr. P. V. Raphael *(Comptroller of Finance and Accounts):* The audit report for the year 1118 is placed on the Council Table.

TUBERCULOSIS CLINIC AT TRICHUR

87. Mr. K. Narayana Menon *(Mulakunnathukavu):* Will Government be pleased to state.—

(a) (1) the usual diet granted to in-patients in the tuberculosis clinic at Trichur;

(2) the number of beds in the tuberculosis clinic at Trichur;

(b) (1) when the D. G. I. M. S. visited the tuberculosis clinic at Trichur;

(2) what his remarks were, as noted in the visiting book?

Rao Sahib Dr. T. Verghese *(Chief Medical Officer):* (a) (1) The patients in the tuberculosis clinic get a diet consisting of rice ¾ bottle of milk, 2 eggs, and ¼ lb. mutton and some coffee.

(2) 16 beds;

(b) (1) On 26th November 1943.

(2) Copy of the remarks is appended. *(Appendix IV).*

88. Mr. K. Narayana Menon *(Mulaknnnathnkavu):* Will Government be pleased to state.—

(a) whether there are Health Visitors attached to the Tuberculosis clinic at Trichur;

(b) if answer to (a) is in the affirmative, the number of the Health Visitors with their qualifications if any, the salary given and when they were appointed;

(c) whether doctors are entertained to supervise the work of the Health Visitors;

(d) if answer to (c) is in the negative why were doctors not appointed?

Rao Sahib Dr. T. Verghese *(Chief Medical Officer):*

(a) No. But two will be appointed soon.

(b), (c) and (d) Does not arise.

89. Mr. K. Narayana Menon *(Mulakunnathukavu):* Will Government be pleased to state.—

(a) whether any fee is collected for X-ray films granted to patients for reference to Madanappilli;

(b) whether any fee is being collected for certificates granted to such patients;

(c) the actual amounts collected for (a) or (b) or both during the year 1119 with the names of the patients from whom such collections were made?

Rao Sahib Dr. T. Verghese *(Chief Medical Officer):*

(a) There is no record of patients here who go to Madanappilli after they have been X-rayed.

(b) No.

(c) Does not arise in view of answer to (a).

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APPENDIX IV

(Please see answer to Question No. 87)

Copy of the remarks

The excellent tuberculosis clinic also impressed me very favourably as a therapeutic institution, but the absence of health visitors places a regreatable limit on its functions. The working of the institution is good and all branches of clinic activities are in evidence. It is hoped that it will soon be possible to repair and replace the thoracoscopy set, the need for which was obvious from the skiagrams seen.

APPENDIX V

THE COCHIN ARBITRATION BILL

WHEREAS it is expedient to consolidate and amend the law relating to arbitration in Cochin State; it is hereby enacted as follows.—

CHAPTER I

Introductory

1. *Short title, extent and commencement.*—(1) This Act may be called the Cochin Arbitration Act, of 11

(2) It extends to the whole of Cochin State.

(3) It shall come into force on such date as the Government may, by notification in the Cochin Government Gazette, appoint.

2. *Definitions.*—In this Act, unless there is anything repugnant in the subject or context.—

(*a*) "arbitration agreement" means a written agreement to submit present or future differences to arbitration, whether an arbitrator is named therein or not;

(*b*) "award" means an arbitration award;

(*c*) "court" means a Civil Court having jurisdiction to decide the questions forming the subject matter of the reference if the same had been the subject matter of a suit, but does not, except for the purpose of arbitration proceedings under section 21, include a Court of small causes.

(*d*) "legal representative" means a person who in law represents the estate of a deceased person, and includes any person who intermeddles with the estate of the deceased and where a party acts in a represntative character, the person on whom the estate devolves on the death of the party so acting;

(*e*) "reference" means a reference to Arbitration.

CHAPTER II

Arbitration without intervention of a Court

3. *Provisions implied in arbitration agreement.*—An arbitration agreement, unless a different intention is expressed therein, shall be deemed to include the provision set out in the First Schedule in so far as they are applicable to the reference.

4. *Agreement that arbitrators be appointed by third party.*—The parties to an arbitration agreement may agree that any reference thereunder shall be to an arbitrator or arbitrators to be appointed by a person designated in the agreement either by name or as the holder for the time being of any office or appointment.

5. *Authority of appointed arbitrator or umpire irrecoverable except by leave of Court.*—The authority of an appointed arbitrator or umpire shall not be revocable except with the leave of the Court, unless a contrary intention is expressed in the arbitration agreement.

6. *Arbitration agreement not to be discharged by death of any party thereto.*—(1) An arbitration agreement shall not be discharged by the death of any party thereto, either as respects the deceased or any other party, but shall in such event be enforceable by or against the legal representative of the deceased.

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